

SUBJECT: Sale of Parcel 17/466A

REQUESTED ACTION:

X Regular Meeting 2/12/13

CONTRACT: Attached

BUDGET IMPACT: \$27,129.35 plus fees and closing costs.

HISTORY/FACTS/ISSUES:

This contract emanates from the Sumter County Road Widening Project along 466A ("Project"). There are approximately 50 affected parcels. The Project is on schedule as of this date. The parcels have been divided into 6 groups for presentation of offers of acquisition in anticipation of eminent domain proceedings.

To date, there are 3 Parcel Owners who have agreed to an amicable taking by the County. To that end, the parties have signed a Purchase and Sale Agreement for Parcel 17 and are prepared to close the transaction according to its terms. The contract is contingent upon Board Approval. Recommend Approval.

**STATEMENT OF OFFER and PURCHASE AGREEMENT**  
**For CR 466A Right Of Way Expansion/Construction**

COUNTY ROAD No.: 466A / Cleveland Ave.

COUNTY: Sumter

PARCEL No.: **G05=044 Parcel 17**

SELLER: **PAMELA KAYE BIVENS f/k/a PAMELA KAYE HARRISON**  
(hereinafter individually or collectively referred to as "Seller" as the context requires)

BUYER: **SUMTER COUNTY, FLORIDA**, a subdivision of the State of Florida  
(hereinafter referred to as the "Buyer")

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property ("Property")**

(a) Estate being purchased: **Fee Simple**

(b) Real property described as: **PARCEL NO. 17 COUNTY ROAD 466-A**

**That part of:**

**Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida; thence run South 89°57'30" E., 420.00 feet along the 1/4 section line; thence run North 00°02'00" W., 30.00 feet to the Point of Beginning; thence continue North 00°02'00"W., 118.25 feet; thence run South 89°57'30" E., 79.50 feet; thence run South 00°02'00"E., 118.25 feet; thence run North 89°57'30" W., 79.50 feet to the Point of Beginning.**

**lying within the following-described parcel of land:**

**COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2600.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°02'57"E, A DISTANCE OF 52.64 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.57 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 2527.43 FEET TO STATION 43+40; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 0.97 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE N00°01'54"E, A DISTANCE OF 31.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22,958.00 FEET AND A CHORD BEARING AND DISTANCE OF N89°30'02"W, 374.93 FEET TO WHICH A RADIAL LINE BEARS**

N00°58'02"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°56'09", AN ARC DISTANCE OF 374.93 FEET TO A POINT OF TANGENCY; THENCE RUN N89°58'06"W, A DISTANCE OF 917.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°04'40", AN ARC DISTANCE OF 829.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'06", AN ARC DISTANCE OF 405.97 FEET TO THE POINT OF BEGINNING.

THE LAND HEREIN DESCRIBED CONTAINS 477 SQUARE FEET, MORE OR LESS.

(c) Personal property: **None**

(d) Outdoor advertising structure(s) permit number(s): **Not applicable**

Buildings, structures, fixtures and other improvements owned by others: **Not applicable.**

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

## II. PURCHASE PRICE

(a)	Real Property				
		Land	1.	\$	\$900
		Improvements	2.	\$	\$150
		Real Estate Damages	3.	\$	\$3,100
		(Severance/Cost-to-Cure)			
		Incentive	4.	\$	\$3,405
	Total Real Property		5.	\$	\$7,555
(b)	Total Personal Property		6.	\$	\$ 0
(c)	Fees and Costs				
		Attorney Fees	7.	\$	
		Appraiser Fees	8.	\$	
		Fee(s)	9.	\$	
	Total Fees and Costs		10.	\$	
(d)	Total Business Damages		11.	\$	
(e)	Total of Other Costs		12.	\$	
	List:				
Total Purchase Price (Add Lines 5, 6,10,11 and 12)				\$	
(f)	Portion of Total Purchase Price to be paid to Seller by Buyer at Closing			\$	
(g)	Portion of Total Purchase Price to be Paid to Seller by Buyer upon surrender of possession			\$	

## III. Conditions and Limitations

(a) **No Deposit.** There shall be no Deposit required by Sumter County with the execution of this Agreement

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- (b) **Contingency for Board Approval.** The enforceability of this Agreement is wholly contingent upon the approval of this Agreement by the Sumter County Board of County Commissioners.
- (c) **Public Disclosure Affidavit.** Seller represents and warrants that it received the Public Disclosure Affidavit Notice required by F.S. 286.23 and that, if applicable, a real estate closing pursuant to the terms of this Agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23 Florida Statutes.
- (d) **Seller Representations.** Seller represents and warrants that: (1) that there are no Buildings, structures, fixtures and other improvements owned by others on the subject Property; or (2) that there are no private or governmental actions, suits, proceedings or investigations pending against Seller which could have an adverse effect on the Property.
- (e) **Duty to Maintain.** Seller shall maintain the property described in **Section I** of this Agreement until the day of closing. The Property shall be maintained in the same condition as existing on the date of this Agreement, except for reasonable wear and tear.
- (f) **Purpose of Acquisition.** The Property described in **Section I** of this Agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes.**
- (g) **Seller's Obligations at Closing.** At the closing, Seller shall:
- (1) Execute, acknowledge and deliver to Buyer a Warranty Deed conveying marketable title to the Property according to applicable Title Standards, which deed shall be in statutory form for recording. Seller shall be liable for all encumbrances not disclosed in the public records;
  - (2) Execute and deliver to Buyer a mechanic's lien and possession affidavit in sufficient form and substance so as to allow the Title Company to remove the mechanical lien exception and parties-in-possession exception from the Title Commitment;
  - (3) Execute and deliver to the Title Company an affidavit that there has been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;
  - (4) Execute and deliver instruments satisfactory to Buyer and the Title Company reflecting the proper power, good standing and authorization for the sale of the Property from Seller to Buyer hereunder;
  - (5) Execute and deliver to Buyer and the Title Company a FIRPTA affidavit in form and substance acceptable to Buyer and the Title Company; and
  - (6) Execute and Deliver to Buyer a closing statement setting forth the Purchase Price, Deposit, adjustments, proration's and closing costs as set forth herein.
  - (7) Deliver up occupancy of the Property at Closing. Any occupancy beyond closing must be under a separate lease agreement; and
  - (8) Execute and deliver such other documents as may be required by this Agreement.
- (h) **Buyer's Obligations at Closing.** Contemporaneously with the performance by Seller of its obligations at Closing, Buyer shall:
- (1) Execute and deliver to Seller a closing statement setting forth the Purchase Price, adjustments, proration's and closing costs as set forth herein, and;
  - (2) Execute and deliver such other documents as may be required by this Agreement.
- (i) **Final Acceptance.** It is mutually acknowledged that this Purchase Agreement is subject to Final Acceptance by the Board of County Commissioners for Sumter County pursuant to Section 119.0711, Florida Statutes. A Closing shall not be conducted prior to 30 days from the date this Agreement is signed by Seller and Buyer to allow public review of the transaction. Final Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this Agreement. Final Acceptance shall be evidenced by the signature of Buyer below.

**Seller (s)**

**Buyer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**COUNTY OF SUMTER**

\_\_\_\_\_  
Type or print name

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Type or print name

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**IV. FINAL COUNTY ACCEPTANCE**

The Buyer has granted Final Acceptance this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Legal Review:

\_\_\_\_\_  
Date